

The Honorable James L. Robart

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICHAEL BOBOWSKI, ALYSON BURN,)
STEVEN COCKAYNE, BRIAN CRAWFORD,)
DAN DAZELL, ANGELO DENNINGS,)
CHEYENNE FEGAN, SHARON FLOYD,)
GREGORY GUERRIER, JOHANNA)
KOSKINEN, ELENA MUNOZ-ALAZAZI,)
ELAINE POWELL, ROBERT PRIOR, ALIA)
TSANG, and KYLE WILLIAMS, on behalf of)
themselves and all others similarly situated,)

Plaintiffs,

v.

CLEARWIRE CORPORATION,

Defendant.

Case No. C10-1859-JLR

~~PROPOSED~~ SETTLEMENT ORDER
AND FINAL JUDGMENT



10-CV-01859-ORD

THIS MATTER came before the Court on Representative Plaintiffs' motion for final approval of the proposed class settlement (the "Settlement"). The Court has considered all papers filed and proceedings in this matter and is fully informed regarding the facts surrounding the proposed Settlement. Based upon this information, the Court has determined to approve the proposed Settlement as fair, reasonable and adequate. The Court hereby enters this Final

1 Judgment, which constitutes a final adjudication on the merits of all claims of the Settlement
2 Class with respect to matters alleged, or that could have been alleged, in this matter, as well as in
3 *Minnick v. Clearwire US, LLC*, No. 2:09-cv-00912-MJP (W.D. Wash.), and *Newton v. Clearwire*
4 *Corp.*, No. 2:11-cv-00783-WBS-DAD (E.D. Cal.) (collectively, the “Actions”).

5 On August 24, 2012, this Court granted preliminary approval to the proposed class action
6 settlement between Representative Plaintiffs and defendant Clearwire Corporation (“Clearwire”).
7 See Dkt. 64. The proposed Settlement resolves all of the Class’s claims against Clearwire in
8 exchange for Clearwire’s agreement to provide certain non-monetary relief and programmatic
9 changes, as well as to pay claims by eligible Class Members as set forth in the Agreement. On
10 December 19, 2012, this Court held a fairness hearing to consider whether to grant final approval
11 to the Settlement and to consider Class Counsel’s application for an award of attorneys’ fees and
12 costs. The Court heard argument from the parties and others who elected to appear to voice their
13 support for, or objection to, the Settlement and/or the Fee Application.

14 Having read, reviewed and considered the papers filed in support of and in opposition to
15 final approval of the Settlement, including supporting declarations; the objections of nine
16 objectors to the settlement; oral arguments of counsel and presentations by members of the Class
17 who appeared at the hearing; Class Counsel’s Fee Application; the Agreement; and the
18 pleadings, it is hereby

19 ORDERED, ADJUDGED AND DECREED that:

20 1. The definitions and provisions of the Settlement Agreement and Release of
21 Claims (the “Agreement”) are incorporated in this Order as though fully set forth herein.

22 2. This Court has jurisdiction over the subject matter of the Agreement with respect
23 to and over all parties to the Agreement, including Representative Plaintiffs and all members of
24 the Settlement Class, including the objectors.

25 3. The Court approves the Settlement and finds the Settlement is, in all respects, fair,
26 reasonable, and adequate to the Plaintiff Settlement Class, within the authority of the parties, and
27 the result of extensive arm’s length negotiations with the guidance of an experienced mediator.

1 4. This Court confirms the proposed Settlement Class satisfies the requirements of
2 Fed. R. Civ. P. 23, as found in the Court's Order Granting Preliminary Approval of Class
3 Settlement, Conditionally Certifying Settlement Class, and Approving Form and Manner of
4 Notice ("Preliminary Approval Order"). Accordingly, this Court makes final the portion of its
5 August 24, 2012, order (Dkt. 64) concerning class certification for settlement purposes only,
6 with the exception that Ms. Eva Girod is no longer designated as a Class Representative.

7 5. Certain members of the Class have timely requested to be excluded from the
8 Class and the Settlement. Exhibit 1, attached hereto, lists the Class Members who timely
9 requested exclusion from the Class. Accordingly, this Order shall not bind or affect Class
10 Members listed on Exhibit 1.

11 6. The Court hereby grants final approval to the Settlement and finds that it is fair,
12 reasonable and adequate, and in the best interests of the Class as a whole. The Court has
13 considered all objections brought to the Court's attention. The Ninth Circuit requires a reasoned
14 response to all non-frivolous objections. *See Dennis v. Kellogg Co.*, 697 F.3d 858, 864 (9th Cir.
15 2012). Although some of the objections may not require a response under this standard, the
16 Court has specifically considered and overrules each objection to the Settlement, including those
17 submitted by Sweelin Chong, Marc W. Abel, Gary Lynch, Sean Kevin Holmes, Robert
18 Olmstead, Ken Reed, Gordon B. Morgan, Jeremy De La Garza, and George O'Dell (whose
19 objection was untimely). The objectors who stated they were not harmed by the challenged
20 conduct (i.e., Messrs. Chong and Reed) provide insufficient basis for the Court to conclude that
21 the Settlement is not fair, reasonable, and adequate. The objectors who argue that the Settlement
22 consideration is inadequate (i.e., Messrs. Abel, Holmes, and Olmstead) do so in a conclusory
23 way, without providing the Court sufficient information to question, much less disapprove, the
24 Settlement. *See In re AOL Time Warner, Inc. Sec. & ERISA Litig.*, No. 02-5575, 2006 U.S. Dist.
25 Lexis 17588, at *53 (S.D.N.Y. Apr. 6, 2006). The objector who argues he is excluded from the
26 class (i.e., Mr. Lynch), if he is correct, has no basis or standing to object. The objectors who
27 make arguments concerning the nature of class actions (i.e., Messrs. Chong, Reed, and Holmes)

1 seek reforms beyond the power of this Court and that have no bearing on the fairness of the
2 settlement. Objectors arguing that Class Counsel are overcompensated (i.e., Messrs. Holmes,
3 Reed, Morgan, and De la Garza) raise issues that the Court rejects for the reasons explained
4 below. The portion of the Morgan and De La Garza objection arguing that the fee request is too
5 high and/or disproportionate and/or collusive is likewise rejected for the reasons explained
6 below. The portion of the Morgan and De La Garza objection arguing that Class Counsel
7 demonstrated self-dealing by negotiating a quick-pay provision under which they may be paid as
8 much as two years in advance of the class is rejected because, first, the settlement includes no
9 such quick-pay provision, and second, courts routinely approve such provisions because they
10 help reduce the “holdout tax” professional objectors may impose. *See In re TFT-LCD (Flat*
11 *Panel) Antitrust Litig.*, No. 07-md-1827, 2011 WL 7575004, at *1 (N.D. Cal. Dec. 27, 2011)
12 (federal courts “routinely approve settlements that provide for payment of attorneys’ fees prior to
13 final disposition in complex class actions”); Brian T. Fitzpatrick, *The End of Objector*
14 *Blackmail?*, 62 Vand. L. Rev. 1623, 1625-26, 1642-45 (“quick-pay provisions can reduce the
15 ‘holdout tax’ that blackmail objectors can extract in class action litigation”). The portion of the
16 Morgan and De La Garza objection arguing that a settlement cannot provide for a fee award to
17 be paid to a single law firm is conclusory, and the objectors point to no Ninth Circuit law
18 supporting their position. Finally, their objection that multipliers are impermissible, in reliance
19 on *Perdue v. Kenny A.*, 130 S. Ct. 1662 (2010), has no bearing here because plaintiffs did not sue
20 under a federal fee-shifting statute. After due consideration of all points made in all timely
21 objections, the Court overrules them. The Court also overrules the objection of Mr. O’Dell on
22 the ground that is untimely and, in any event, makes no substantive comment concerning the
23 merits of the settlement.

24 7. Neither this Final Judgment nor the Agreement is an admission or concession by
25 Clearwire of the validity of any claims or of any liability or wrongdoing or of any violation of
26 law. This Final Judgment and the Agreement do not constitute a concession and shall not be
27 used as an admission or indication of any wrongdoing, fault or omission by Clearwire or any

1 other person in connection with any transaction, event or occurrence, and neither this Final
2 Judgment nor the Agreement nor any related documents in this proceeding, nor any reports or
3 accounts thereof, shall be offered or received in evidence in any civil, criminal, or administrative
4 action or proceeding, other than such proceedings as may be necessary to consummate or enforce
5 this Final Judgment, the Agreement, and all releases given thereunder, or to establish the
6 affirmative defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in
7 the Agreement.

8 8. This Court hereby dismisses with prejudice all claims of members of the
9 Settlement Class that have been, or could have been, alleged in this action arising from Class
10 members' subscriptions to or use of Clearwire service, including all claims relating in any way to
11 the quality of Clearwire's service, the payment of early termination fees to Clearwire, and
12 Clearwire's network management practices.

13 9. Representative Plaintiffs, for themselves and as the representatives of the Class,
14 and on behalf of each Class Member who has not timely opted out and each of their respective
15 agents, successors, heirs, assigns, and any other person who can claim by or through them in any
16 manner, fully, finally, and forever irrevocably release, relinquish, and forever discharge with
17 prejudice all Released Claims against the Released Parties.

18 10. Clearwire, for itself and its predecessors, successors and assigns of any of them
19 and the other Released Parties, fully, finally, and forever irrevocably release, relinquish, and
20 forever discharge with prejudice all Released Defendant's Claims against Representative
21 Plaintiffs, all other Class Members, and Plaintiffs' Counsel.

22 11. By operation of this judgment, the Representative Plaintiffs and Clearwire
23 expressly waive, and each Class Member is deemed to have waived, any and all claims, rights, or
24 benefits they may have under California Civil Code § 1542 and any similar federal or state law,
25 right, rule, or legal principle that may apply. California Civil Code § 1542 provides as follows:

26 A general release does not extend to claims which the creditor does
27 not know or suspect to exist in his favor at the time of executing

1 the release, which if known by him must have materially affected
2 his settlement with the debtor.

3 12. Clearwire and the Garden City Group, which Clearwire retained to administer the
4 Settlement, completed the delivery of class notice according to the terms of the Agreement. The
5 Notice given by Clearwire and Garden City Group to the Settlement Class, which set forth the
6 principal terms of the Agreement and other matters, was the best practicable notice under the
7 circumstances. The notice program prescribed by the Agreement was reasonable and provided
8 due and adequate notice of these proceedings and of the matters set forth therein, including the
9 terms of the Agreement, to all parties entitled to such notice. The Notice given to members of
10 the Class satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements
11 of constitutional due process. The Notice was reasonably calculated under the circumstances to
12 apprise Class Members of the pendency of this action, all material elements of the Settlement,
13 and their opportunity to exclude themselves from, object to, or comment on the Settlement and
14 appear at the final fairness hearing. The Court has afforded a full opportunity to all Class
15 Members to be heard. Accordingly, the Court determines that all members of the Settlement
16 Class, except those who timely excluded themselves from the Class, are bound by this Judgment
17 and Final Order.

18 13. Within ten (10) days after the filing of the proposed Agreement in this Court,
19 Clearwire served a notice of the proposed settlement upon the appropriate state official of each
20 State in which a Class member resides and upon the Attorney General of the United States. The
21 Court finds that the notice provided by Clearwire satisfied the requirements of 28 U.S.C. §
22 1715(b) and that more than ninety (90) days have elapsed since Clearwire provided the required
23 notice, as required by 28 U.S.C. § 1715(d).

24 14. Without affecting the finality of this judgment, the Court retains continuing
25 jurisdiction over (a) implementation of the Agreement, distribution of the settlement payments,
26 incentive fees, and attorneys' fees and costs contemplated by the Agreement, and processing of
27 the claims permitted by the Agreement, until each and every act agreed to be performed pursuant

1 to the Agreement has been performed, and (b) all parties to this action and members of the
2 Plaintiff Settlement Class for the purpose of enforcing and administering the Agreement.

3 15. The Court hereby awards \$ 2,000.00 to each of the 25 Representative Plaintiffs
4 as incentive fees in compensation for the time, effort, and risk they undertook as representatives
5 of the Settlement Class.

6 ~~16. The Court hereby awards attorneys' fees and expenses to compensate Class~~
7 ~~Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class~~
8 ~~Counsel achieved a favorable result for the Class by obtaining Clearwire's agreement to certain~~
9 ~~non-monetary relief and programmatic changes and by making funds available to Class~~
10 ~~Members, subject to submission of valid claims by eligible Class Members; (b) Class Counsel~~
11 ~~devoted substantial effort to pre and post-filing investigation, legal analysis, and litigation; (c)~~
12 ~~Class Counsel prosecuted the Class's claims on a contingent fee basis, investing significant time~~
13 ~~and accumulating costs with no guarantee that they would receive compensation for their~~
14 ~~services or recover their expenses; (d) Class Counsel employed their knowledge of and~~
15 ~~experience with class action litigation in achieving a valuable settlement for the Class, in spite of~~
16 ~~Clearwire's possible legal defenses and its experienced and capable counsel; (e) Class Counsel~~
17 ~~have standard contingent fee agreements with Representative Plaintiffs, who have reviewed the~~
18 ~~Agreement and been informed of Class Counsel's attorney fee and cost application and have~~
19 ~~approved; (f) the Notice informed Class Members of the amount and nature of Class Counsel's~~
20 ~~fee and cost request under the Agreement, Class Counsel filed and posted their Fee Application~~
21 ~~in time for Class members to make a meaningful decision whether to object to the Fee~~
22 ~~Application, and only four Class members objected to the fee request; (g) using the lodestar~~
23 ~~method, which the Court concludes is appropriate, the Court determines that Class Counsel's~~
24 ~~rates and hours are reasonable, and an award of the requested fees would result in a lodestar~~
25 ~~multiplier near 1.0, which supports approval of the fee request; (h) using a percentage of the~~
26 ~~benefit cross-check, to the extent it is possible to do so in this case, results in an appropriate~~
27 ~~percentage under Ninth Circuit standards; and (i) there is no indication of collusion or~~

~~disproportionality of the type that raised concerns in *In re Bluetooth Headset Prod's Litig.*,
654 F.2d 935 (9th Cir. 2011). For these reasons and the reasons given in Class Counsel's motion
for attorneys' fees and expenses and for service awards to representative plaintiffs (Dkt. 71), the
Court hereby grants that motion and awards to Class Counsel fees and expenses in the total,
aggregate amount of \$ _____. All such fees are in lieu of statutory fees that Representative
Plaintiffs and/or the Class might otherwise have been entitled to recover.~~

17. Clearwire shall pay the fee and cost awards to Class Counsel and the incentive
fees to Representative Plaintiffs, as well as amounts due to eligible Class Members who timely
filed a claim under the Agreement, in accordance with and at the times prescribed by the
Agreement, *and set by the Court.*

Dated this 17th day of Dec, 2012.


THE HONORABLE JAMES L. ROBART
UNITED STATES DISTRICT JUDGE

Presented by:

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14 johngoldmark@dwt.com

15
16
17
18 Certificate of Service

19 I certify that, on December 18, 2012, I caused the foregoing to be (i) filed with the clerk
20 of the court via the CM/ECF system, which will send notification of filing to all counsel of
21 record; and (ii) deposited in the U.S. mail, postage prepaid, addressed to Robert Prior, 2016 E.
6th St., Vancouver WA 98661.

s/ Cliff Cantor

22 Cliff Cantor, WSBA # 17893

**Dennings v. Clearwire Corporation -
Timely Opt Out Requests Received in Response to Notice**

Count	GCG Ref #	Name	City	State
1	2133811	SUAD ABDELLA	SEATTLE	WA
2	3384184	NANCY ADAMS	JACKSONVILLE	FL
3	2862406	YOLANDA AGNEW	UPPER DARBY	PA
4	1900587	CRYSTAL AGUILERA	FULLERTON	CA
5	1044694	GIRISH ALTEKAR	AUSTIN	TX
6	1132504	HOWARD ALZINA	LAS VEGAS	NV
7	1649232	CODY ANDRE	CHICAGO RIDGE	IL
8	2834064	ANDREW ARENS	BROOKLYN	NY
9	3812612	ASHLIE ARISPE	ABILENE	TX
10	3267401	ALFRED ARRIOLA	PRIMM	NV
11	3857580	JANET BAE	BELLEVUE	WA
12	3498173	BETTY BAILEY	MAGALIA	CA
13	1178831	ZORRINE BAILEY	CHICAGO	IL
14	3853461	JASON BARBOUR	PORTLAND	OR
15	3208330	KATHLEEN BARENBERG	LITTLETON	CO
16	3846577	JOANNE BARTON	MOLALLA	OR
17	3987765	YUKIKO BATTLES	CALDWELL	ID
18	1929669	DANIEL J BAUER	BREMERTON	WA
19	1217142	MARY BEATTIE	PHILADELPHIA	PA
20	3912607	MARY BEDNARZ	SLATON	TX
21	2535945	REENA BEIDLEMAN	ARLINGTON	VA
22	3808077	SARAH BEIER	DULUTH	MN
23	1101890	JENNIFER BELLAMY	RICHARDSON	TX
24	7519224	ERNEST BENAVENTE JR.	ROSWELL	NM
25	3071761	MARIE BENSON	ST. PAUL	MN
26	4058870	DAVID BENTON	TACOMA	WA
27	3599688	MICHELINA BERNABEI	ROCHESTER	NY
28	1524602	ANTHONY BERNARD	KAILUA	HI
29	4100155	LINDA BERNWANGER	CORPUS CHRISTI	TX
30	3514029	WM. BERRY	PAMPA	TX
31	3737064	BRENDA BETTCHER	SEATTLE	WA
32	3861477	KYLEE BIRCHENOUGH	SHERBURNE	NY
33	3643824	ADAM BLACK	LONGVIEW	TX
34	3576275	BECKY BLACK	RENO	NV
35	3554520	DALE BLY	MIDDLETON	ID
36	3042039	JEFF BOARD	RICHLAND	WA
37	2822416	MAJELENDAY BORJAS	NEW YORK	NY
38	3468360	LEE R & ELIZABETH BOWLES	SUN VALLEY	NV
39	3950376	CAROLYN BOYD	CANYON	TX
40	3690133	MARYLYNN BRANDT	LUBBOCK	TX
41	3859701	JOAN BRIGGS	NAMPA	ID
42	1159354	PAMELA BRIGGS	MOUNTAIN HOME	ID
43	3482910	BONNIE BROOKS	JACKSONVILLE	FL

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44	1994618	DEBORAH BROWN	ATLANTA	GA
45	1598876	LINDA BROWN	MOUNT VERNON	WA
46	7518276	MAYDEAN BROWN	COPPERAS COVE	TX
47	3353499	MAYDEAN BROWN	COPPERAS COVE	TX
48	2569271	BILLY DON BROWNLOW	SAN ANTONIO	TX
49	3469136	MARGRETT BUCHHOLZ	PROSSER	WA
50	3808621	JEREMY BUCK	PAMPA	TX
51	3405	KAMEN BUCK	PAMPA	TX
52	1382594	TOM BUERKLE	AUSTIN	TX
53	1664664	JEFFREY BULL	CHALFONT	PA
54	1882002	IGOR BURDUJA	WHEELING	IL
55	2965023	WALTER BURI	CORONA	NY
56	1598902	FITZROY BURNETT	PHILADELPHIA	PA
57	3743891	JOHN BYINGTON	TUSCOLA	TX
58	2018494	LARRY CABLE	DAYTON	OH
59	1505150	STELLA CAI	SUGAR LAND	TX
60	2409862	MICHAEL CALLANAN	MONROVIA	CA
61	2659989	MICHAEL CAMARILLO	ROUND ROCK	TX
62	2793682	MARIA CANOZO	THE WOODLANDS	TX
63	3765129	VALINDA CARPENTER	CLIFTON	TX
64	3920577	TIKA CARR	ROCHESTER	NY
65	1526842	SONIA CARRENO	DALLAS	TX
66	2223309	JENNIFER CASANI	HIALEAH	FL
67	3944765	MELISSA CASBURN	PORTLAND	OR
68	1040645	BRYAN CASEY	LAWRENCEVILLE	GA
69	2258570	MARIS CATALANO	MONROE	WA
70	1849492	JIM CATON	FAIRVIEW	TX
71	2364698	DONNA CHAMBERLIN	SPRINGFIELD	OR
72	3987559	JOANN CHAR	LAS VEGAS	NV
73	1516390	MARK CHATTMAN	ENGLEWOOD	OH
74	2506158	VANCINE CLANTON	RED BLUFF	CA
75	2819403	ELI COHEN	BROOKLYN	NY
76	3728360	STEVE COMBS	KENT	WA
77	3752100	THOMAS COMPARE	SEATTLE	WA
78	4064738	KATHRYN CONTI	STOCKTON	CA
79	2062474	KEVIN CORRAL	PORTLAND	OR
80	2935370	PARKETTE COVINGTON	DURHAM	NC
81	1212223	GARRETT CRAWFORD	JACKSONVILLE	FL
82	3418185	AMANDA HERTZ CRISEL	EAGLE POINT	OR
83	3854319	KAREN CUSIC	PORTLAND	OR
84	2548530	ANN DARLING	DAVIS	CA
85	1150578	NAOMI DEAL	HAMPTON	GA
86	3614624	MARIAN DEARING	REDMOND	WA
87	2483879	RAY DEGEORGE	PHILADELPHIA	PA

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88	3647839	JESUS DELAROSA	ODESSA	TX
89	2829984	SHARON DENNANY	CLEARWATER	FL
90	2121098	ESTI DEUTSCH	LAKEWOOD	NJ
91	3316751	JENNIFER DOE	BOISE	ID
92	3543704	AKIRA DOI	HONOLULU	HI
93	3462718	NANCY SOLLOSI	JAMESTOWN	NC
94	1436699	JOHN DUMBLE	HENDERSON	NV
95	3029873	PAUL EICHHORN	EAGLE POINT	OR
96	3316087	ROBERT ELLSWORTH	SUMNER	WA
97	1636516	ANGELA ELZA	FORNEY	TX
98	1933290	SARA ENOCH	PHILADELPHIA	PA
99	1546067	ALLYSON ENSINGER	CHARLOTTE	NC
100	2718345	CHRIS ESPINOSA	LEWISTON	ID
101	4017002	JERALDEN FEARY	KANEOHE	HI
102	3460842	DUANE FERGUSON	LATHROP	CA
103	3481398	ANNETTE FERREY	HAKALAU	HI
104	3835318	EMILY FINA	QUILLUP	WA
105	3909022	BRETAGNE FINE	CLARKSTON	WA
106	2328728	SHARON FITZPATRICK	TEMPLE	TX
107	2656741	JAQUELINE FLYNN	CORPUS CHRISTI	TX
108	3588660	JANIE FOSTER	ANCHORAGE	AK
109	3800553	TERRY FRALA	MURFREESBORO	TN
110	3945173	JOSEPH FUGATE	SEATTLE	WA
111	1913000	DONALD FULBRIGHT	EXETER	CA
112	3151750	MADISON FULLINGTON	GARLAND	TX
113	3835192	STEWART GABLE	PORTLAND	OR
114	2009825	PRUDENCE GAINES	CHICAGO	IL
115	1717659	DONNA GALTANA	BOYD	TX
116	3939887	JACK GARBE	PORTLAND	TX
117	2719773	JUANA GARCIA	LYNN	MA
118	3161412	SHIRLEY GARCIA	CLEVELAND	OH
119	3930499	PAULA GIESLER	ODESSA	TX
120	2626489	TRACY GILLIAM	ARLINGTON	TX
121	2556901	JUDY GINDER	PHILADELPHIA	PA
122	2206227	KAREN STERLING GOENS	BELLINGHAM	WA
123	3275947	GREG GONZALEZ	EL CAJON	CA
124	2819262	OLEKSANDR GOSHOVSKYY	SCHAUMBURG	IL
125	1024488	DOROTHY GRAVES	VANCOUVER	WA
126	2425246	BARBARA GREEN	INGLESIDE	TX
127	3910017	ROBERT GRIFFIN	EUGENE	OR
128	3710171	RALPH H GRIFFITH	LUBBOCK	TX
129	3641588	C LEAVITT GROVER	KENNEWICK	WA
130	3574451	LORI GUINN	GLENWOOD	WA
131	1117980	DEMETRIO GUTIERREZ	SAN ANTONIO	TX

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132	3002976	PAMELA HACKER	LYONS	GA
133	3901624	KAREN HAGERMAN	PORT ORANGE	FL
134	3634115	GERALD HALL	JAX	FL
135	2662652	MARNEE HALL	OLD HICKORY	TN
136	3840254	CORNELIA HAMM	HILLIARD	FL
137	1723436	LON HAMM	BEDFORD	TX
138	1991365	JANET HANSMEIER	MINNEAPOLIS	MN
139	3474203	GERALD AND MADELINE HARRINGTON	SEATTLE	WA
140	3844175	CHELSEA HATFIELD	HENDERSONVILLE	TN
141	3315840	LORI HAWK	LYNNWOOD	WA
142	3105957	BRIAN HAYDEN	ANCHORAGE	AK
143	3088020	LASHAUNNA HAYES	JACKSONVILLE	FL
144	3985227	GERALD HEARE	PANHANDLE	TX
145	3875033	DAVID HELD	SPRINGFIELD	OR
146	3699326	MATTHEW HENDERSON	WHITE DEER	TX
147	3345336	LOUISE HENDRICKSEN	KENT	WA
148	2966845	ENVIRONMENTAL DYNAMICS, INC.	GARDENA	CA
149	2717289	RUBEN C HERNANDEZ	TAMPA	FL
150	2478521	GEORGE HESSEVICK	PORTLAND	OR
151	2893463	TERESA HETTICK	DES MOINES	WA
152	3743375	TROY HEWETT	WEST RICHLAND	WA
153	3833821	JOYCE HILL	MERIDIAN	ID
154	3017456	SCOTT HILL	MERIDIAN	ID
155	3921573	LARRY HOLAND	EMMETT	ID
156	1957052	CAROLYNE HOLBROOK	LEWISTON	ID
157	3628826	MARILYN HOLLARS	MEDFORD	OR
158	3775948	HELEN HOLT	EXETER	CA
159	2463097	ROBERT HOOPER	PHILADELPHIA	PA
160	3742071	EDWARD HORN	ELLENSBURG	WA
161	2110779	HERBERT HORNER	ORLANDO	FL
162	2999158	MEIXIA HUANG	NEW YORK	NY
163	2440624	HIMELDA HUERTAS	JACKSON HEIGHTS	NY
164	1000933	LISA HUFFORD	KIRKLAND	WA
165	3617562	NANCY HUMPHRIES	GARDNERVILLE	NV
166	1020466	JEAN HUNT	KENNEWICK	WA
167	2183505	JANIS HUTCHINSON	EVERETT	WA
168	3841751	ANN HYNES	KIRKLAND	WA
169	3745316	SUSAN IDOUCI	WAIPAHU	HI
170	3790154	LACOB LULIAN	AUGUSTA	GA
171	1325956	REMEDIOS JARA	WAIPAHU	HI
172	2116043	ANAKAREN JIMENEZ	DALLAS	TX
173	3822794	JULIE JOHANNES	HONOLULU	HI
174	3558612	GUNNAR JOHNSON	CENTRAL POINT	OR
175	1023715	LENORE JOHNSON	JAMESTOWN	NC

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176	1856965	LINDA JOHNSON	ROSEBURG	OR
177	3580873	MARY JOHNSON	AMARILLO	TX
178	3450254	PHYLLIS JOHNSON	AMARILLO	TX
179	2002011	RENEE JOHNSON	LYNNWOOD	WA
180	3937295	DANIEL MARKOFF	LAS VEGAS	NV
181	1596975	JANICE JONES	EUGENE	OR
182	2426651	NAOMI JONES	SALT LAKE CTY	UT
183	3794578	REX JORDAN	KENNEWICK	WA
184	3553777	JANET JOSLIN	MINDEN	NV
185	4883	MICHAEL JULIANO	BROOKLYN	NY
186	3243259	DIANE KALLGREN	RENTON	WA
187	2119119	WALTER KARATZ	WEST NEW YORK	NJ
188	3724296	PATRICIA KARPENSKI	ROCKPORT	TX
189	2046588	NORA KARPOWICZ	JACKSONVILLE	FL
190	1625506	PATRICK KELLY	SEATTLE	WA
191	1114724	AFIF KHERAIS	SAN ANTONIO	TX
192	3877185	CHRISTOPHER KINDLER	RENO	NV
193	2131615	LINDA KING	MARIETTA	GA
194	2260842	LOIS KIRKWOD	LAS VEGAS	NV
195	3681245	HIROAKI KISHI	EUGENE	OR
196	3919507	GEORGE KISHIMURA	GARDNERVILLE	NV
197	1564861	SHAKTI KNOX	PHILADELPHIA	PA
198	3922445	EDNA KNUDSEN	VANCOUVER	WA
199	1527319	MILTON KOPPELMAN	CHICAGO	IL
200	2432626	BRIAN KRUCHTEN	LITTLE FALLS	MN
201	3787918	TERRENCE KRUEGER	CHIPPEWA FALLS	WI
202	2137571	MARLENE LAMANTIA	MISSOURI CITY	TX
203	1466248	ELAINE LANDER	AUBURN	WA
204	3593259	REBECCA LARSEN	MECHANICSVILLE	VA
205	2002479	SHINWOO LEE	BROOKLINE	MA
206	1064846	JO LEHMAN	KILLEEN	TX
207	2565433	JIMMIE LENDENNIE	GATESVILLE	TX
208	4003333	ABIGAIL LENTZ	PULLMAN	WA
209	2714495	PENLIN LIN	WAKE FOREST	NC
210	2110411	ROBERT LINCOLN	RALEIGH	NC
211	2407315	XIAOLIN LIU	BROOKLYN	NY
212	2822237	H RICK LONG	KUNA	ID
213	1162471	HENRY LONG	FRENCH CAMP	CA
214	3792118	ARMANDO LOPEZ	HERMITAGE	TN
215	1177840	JUAN LOPEZ	CHICAGO	IL
216	3589935	ELIZABETH LOWERY	DAYTONA BEACH	FL
217	2549626	LOLEKA LOUIS	LAS VEGAS	NV
218	3841824	KATIE LUECKEL	NAMPA	ID
219	4066276	JOAN LUKASCH	WINFIELD	IL

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220	1198827	AMANDA LUTHER	CELINA	TX
221	3276738	LYYN UNIQUE HOLDINGS, LLC	TAMPA	FL
222	5015	SHAUN MADAMBA	STOCKTON	CA
223	3699222	BURKE MAGEE	CARNATION	WA
224	3098589	PEGGY MAGLIO	EMMETT	ID
225	1612620	NANCY MAJORS	DES MOINES	WA
226	3630583	EMIL MAKINEN	BOISE	ID
227	1467776	JEROME MAPP	TACOMA	WA
228	1633523	TACHEVA MARIANA	HOFFMAN ESTATES	IL
229	1712237	GLADYS MARIL	LAS VEGAS	NV
230	3890423	MARRY MARSHALL	TACOMA	WA
231	2924971	MARY O MARTIN	VALLEY MILLS	TX
232	4041356	GABRIEL MARTINEZ	CHICAGO	IL
233	2577781	MARTINEZ MARTINEZ	BRONX	NY
234	1051987	SANDRA MARTINEZ	PORTLAND	OR
235	3319135	MASAKAZU MARUNO	HONOLULU	HI
236	2953810	KIM MASSIE	RICHLAND	WA
237	1866939	MARIA MASTROSIMONE	ROCHESTER	NY
238	1021604	ANEKA MATTIS	DULUTH	GA
239	1324081	ROSE ANN MATY	JANESVILLE	WI
240	2804150	KENNETH MAUL	HILLSBORO	TX
241	1103866	MARTHA MAYNARD	MORRISVILLE	NC
242	2166392	ED MCBRIDE	PRATTVILLE	AL
243	3867195	NORMA MCGRAW	VANCOUVER	WA
244	1184211	WILLIAM MCKENNA	BENTON CITY	WA
245	3406	AMY MCKITRICK	DUBLIN	OH
246	2250392	DAVID MCLEAN	MERIDIAN	ID
247	3784917	GEORGE MCMILLAN	PIQUA	OH
248	4078201	WENDY MCNEIL	LAKE CHARLES	LA
249	2724500	TOMMY MEANS	GEORGETOWN	TX
250	3766115	ROB MECHALEY	KIRKLAND	WA
251	1189115	BRETT MEIER	BELLEVUE	WA
252	2339823	ALEX MENDEZ	CLEVELAND	OH
253	3886514	JESSICA MENDEZ	YAKIMA	WA
254	3063120	RAFAEL MENDEZ	PENNSAUKEN	NJ
255	3767864	IRIS METZEGEN	BELLINGHAM	WA
256	3253681	MARY MEZZANO	MIAMI	FL
257	3999933	CINDEE MILLER	SPARKS	NV
258	3571022	MICHAEL MILLER	SEATTLE	WA
259	2516923	AMANDA MILLET	OVERLAND PARK	KS
260	4015074	DON MILLIKEN	LAS VEGAS	NV
261	1728109	GEORGE MIURA	HONOLULU	HI
262	4021979	SAMUEL MOEUNG	TACOMA	WA
263	3763233	ERIC MOK	KIRKLAND	WA

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264	3264936	MARIA MOLINAR	HOUSTON	TX
265	1689172	JORGE A MONGE	LINDENHURST	NY
266	3690887	JEANINE MOOERS	RENO	NV
267	1232154	VERLE MOORE	BEAVERTON	OR
268	1919066	WILLIAM MOORE	SANDY	UT
269	1162517	PAUL MORTON	LAS VEGAS	NV
270	3175886	PATRICIA MOSKAITIS	NEWTOWN	PA
271	2653710	MICHAEL MUEHLBAUER	BRAINERD	MN
272	3657261	MARK MUKAI	HONOLULU	HI
273	3624260	LILIANA MURILLO	MIDLAND	TX
274	2777008	MEAGAN MURRY	HARRISBURG	PA
275	1843742	PAUL MUSSOLINO	DAYTON	OH
276	2450232	LEONARD NADYBAL	LANSLOWNE	VA
277	3143485	ROBERT NAWRATIL	ROUND ROCK	TX
278	3599652	DOTTIE NEIL	EUGENE	OR
279	3036257	JOANNE NEIZER	ROYERSFORD	PA
280	3985457	ANDREA NISTLER	ST CLOUD	MN
281	2833105	MARIE NIXON	RENO	NV
282	3122204	NICK NOBLE	KUNA	ID
283	2639362	ROBERT NOER	SAINT PAUL	MN
284	3196824	CHRISTOPHER NORCROSS	SAN ANTONIO	TX
285	3942352	DEBBIE NORRISH	RENO	NV
286	4065217	BLANCA NUNEZ	WICHITA FALLS	TX
287	3366423	MILNORA NUUHIWA	HONOLULU	HI
288	3899159	GLORIA OCTAVIO	HONOLULU	HI
289	3055788	JO ONEIL	ATLANTA	GA
290	1474359	MICHAEL ORTIZ	PHILADELPHIA	PA
291	1565572	LORI ORTON	JACKSONVILLE	FL
292	3876352	MANUEL OSUNA	PORTLAND	OR
293	3018635	CECILY PAREJA	LEWISVILLE	TX
294	3778385	RISHI PARIKH	ATLANTA	GA
295	1269171	YVONNE PENNICK	PORTLAND	OR
296	2087965	RICHARD PERCIVAL	AUBURN	WA
297	3111698	CHARLES PERKINS	ABILENE	TX
298	1782579	ALICIA PICARDI	WESTAMPTON	NJ
299	2679875	KRISTEN PICKENS	LAS VEGAS	NV
300	3559551	CINDY PILGRIM	KLAMATH FALLS	OR
301	2774941	MICHAEL POLACZY	BROOKLYN	NY
302	3555437	RANDALL POPLASKI	SEATTLE	WA
303	3982908	JENNA PRESTON	VANCOUVER	WA
304	3828442	DANIEL PRIESTLEY	ROCHESTER	NY
305	2147609	HUMBERTO QUINE	DALLAS	TX
306	3910460	JOSE RAFAEL RAMIREZ REYES	AUBURN	WA
307	4046909	SAVUTH REAM	PHILADELPHIA	PA

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308	3944071	MARGIE REES	BORING	OR
309	2216718	MELLISA REESE	LANCASTER	PA
310	3841794	JUDITH RESTA	EWA BEACH	HI
311	1219811	STAN REVERING	LAS VEGAS	NV
312	3145873	MICHELLE REYNOLDS	GRASS VALLEY	CA
313	2223866	DOROTHY RIDDLES	STOCKTON	CA
314	3413669	JIM RIGDON	AMARILLO	TX
315	3612233	CARMENCITA RIOLA	HONOLULU	HI
316	1298832	HAROLD ROBERTS	BUCKLEY	WA
317	3363961	ROSS ROBERTS	ISSAQUAH	WA
318	1566264	DAVID RODRIGUEZ	SAN ANTONIO	TX
319	1438686	HUGO RODRIGUEZ	LAS VEGAS	NV
320	1264491	DONALD ROGERS	DOUGLASVILLE	GA
321	3528152	RUTH ROOT	EVERETT	WA
322	2128603	PHILLIP ROSE	WEST RICHLAND	WA
323	1009034	GRETCHEN ROSENBERG	VANCOUVER	WA
324	3519010	BERTRAM RUTAN	SEATTLE	WA
325	3368558	JANICE RUTHERFORD	PASCO	WA
326	4980	ASHLEY SAGISI	HONOLULU	HI
327	3631906	JUDY SAKAI	HONOLULU	HI
328	1250283	JOHNNY SALES	N LAS VEGAS	NV
329	4032525	ALYCE SANTA	DULUTH	MN
330	3437594	ANGIE SCHATZ	LODI	CA
331	1748280	PATRICIA SCHISSER	HOUSTON	TX
332	2726458	SHIRLEY SCHRYVER	VERO BEACH	FL
333	2820384	LEILA SCHWANEMANN	PORTLAND	OR
334	3456188	NICHOLAS SEELINGER	SEATTLE	WA
335	1717037	JAE HO SEO	DULUTH	GA
336	3003819	BONNIE SHAKE	ABILENE	TX
337	2071495	PAT SHIELDS	ABILENE	TX
338	3887773	LELIA SHIPLEY	WICHITA FALLS	TX
339	3705017	FRANKLIN SHIRAKI	HONOLULU	HI
340	3459253	JANE SHIROMA	HONOLULU	HI
341	3697782	REYNALDO SILVERIO	HONOLULU	HI
342	1295962	DESTINY SIMONE	CINCINNATI	OH
343	2497559	SHARI SMEDLEY	PITTSBURGH	PA
344	3863188	BOBBIE SMITH	CHICO	CA
345	3415369	VIRGINIA SMITH	EAGLE RIVER	AK
346	2897313	JIM KALATSCHAN	SANTA ANA	CA
347	1355380	TERESA SNOOK	EAGLE POINT	OR
348	3336012	KEVIN SNOW	MERIDIAN	ID
349	1353538	MARIA SORRENTINO	CHICAGO	IL
350	3150	RICHARD SPARKS	MIDLAND	TX
351	3472127	DARLENE SPEK	HAMILTON	MT

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352	3981507	ROBERT STAHLNECKER	SOMERSET	VA
353	3543950	AARON STANLEY	LUBBOCK	TX
354	3574996	VIRGIL STANLEY	SPRINGFIELD	OR
355	2920181	THOMAS STEAR	KUNA	ID
356	1614854	W SCOTT STECKER	WILMETTE	IL
357	3794166	LIVING WISDOM SCHOOL OFFICE	LYNNWOOD	WA
358	3382682	MARILYN STEINBERG	TULARE	CA
359	3723913	STEPHEN STEWART	SMYRNA	TN
360	1708181	LEWIS STRAUSS	CHEVY CHASE	MD
361	2340903	CHRISTOPHER STRIEBY	PROVO	UT
362	1107280	MARY STRINGFELLOW	HADDONFIELD	NJ
363	3336189	FRANCES S STUART	BELLEVUE	WA
364	1918147	ERICA STUMBAUGH	NAMPA	ID
365	4088526	ANYSE SUE-MAYBORN	TEMPLE	TX
366	3950174	CAITLIN SULLIVAN	SEATTLE	WA
367	3708533	PAUL SULUNGA	ANCHORAGE	AK
368	2477141	MARILYN TATE	ABILENE	TX
369	2703676	LEE TEAL	WACO	TX
370	2064210	SHERI TELLONE	PARK RIDGE	IL
371	3506010	FRANCY THAYER	LAKE STEVENS	WA
372	3349411	SHARON THEIS	RICHMOND	MN
373	3615673	BETH THONNEY	KIRKLAND	WA
374	2672151	KEITH TUCKER	ABILENE	TX
375	1284848	SHIRESE TURNER	CHICAGO	IL
376	3434993	MARGOT TURRELL	GRANTS PASS	OR
377	3985845	CARLEEN ULLAND	SEATTLE	WA
378	2541354	GYNA VALENZUELA	CHICAGO	IL
379	1304762	LLOYAL ANN VAN DEE	EVERETT	WA
380	3541731	VALERIE VANOURNEY	LEWISTON	ID
381	3866831	CRAIG VERITY	PORTLAND	OR
382	2214455	CARMEN R VILLALBA	BOSTON	MA
383	3202763	MELITON VIVAR-LINO	MINNEAPOLIS	MN
384	2350422	TODD VOLLMER	NAPERVILLE	IL
385	2578828	ROY VOLLRATH	JOLIET	IL
386	1558110	RODNEY WADLEY	JACKSONVILLE	FL
387	1569436	SONIA WALKER	DURHAM	NC
388	3575718	HARRY WALTERS	MEDFORD	OR
389	2895342	DONALD WARD	RAYMORE	MO
390	3649162	ROSALINE & MASAKAZU WATABE	OREM	UT
391	1110622	JULIA WEIDEMANN	FORT WORTH	TX
392	2813750	JOHN WELDIE	VAN NUYS	CA
393	3499922	MEL WIDEMAN	MIDLAND	TX
394	2125761	HOMER WIESEN	DENTON	TX
395	3764294	AARON WILLIAMS	BEEVILLE	TX

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396	1815856	JOE WILLIAMS	HILLSBORO	TX
397	1387300	TYLER WINTERS	VASHON	WA
398	3032503	JUDI WITKIN	SYRACUSE	NY
399	3464011	WOLFE PLUMBING	MONROE	WA
400	2291118	DONALD WORTHAM	BURKBURNETT	TX
401	3615657	ROSALIE J. WRIGHT	YAKIMA	WA
402	1211991	PAUL WULFF	KENNEWICK	WA
403	3917234	GLEN YAMADA	HONOLULU	HI
404	3301201	JOSEPH YENOWSKAS	REVERE	MA
405	3374841	HAROLD YOUNGER	GIBSONVILLE	NC
406	2912548	STEVE ZALEWSKI	BEAVERTON	OR
407	2401568	SALVADOR ZAMBRANO	SEATTLE	WA
408	3792644	LAURA ZEPPER	BELLEVUE	WA
409	3828136	JEFF ZUMWALDE	PAYNESVILLE	MN

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICHAEL BOBOWSKI, ALYSON BURN,
STEVEN COCKAYNE, BRIAN CRAWFORD,
DAN DAZELL, ANGELO DENNINGS,
CHEYENNE FEGAN, SHARON FLOYD,
GREGORY GUERRIER, JOHANNA
KOSKINEN, ELENA MUNOZ-ALAZAZI,
ELAINE POWELL, ROBERT PRIOR, ALIA
TSANG, and KYLE WILLIAMS, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CLEARWIRE CORPORATION,

Defendant.

Case No. C10-1859 JLR

PLAINTIFFS' DEPOSITION
INFORMATION ABOUT OBJECTORS
MORGAN AND DE LA GARZA

In its Order granting Plaintiffs' motion to take the depositions of objectors Gordon Morgan and Jeremy De La Garza, the Court recognized that "Plaintiffs have demonstrated legitimate concerns regarding whether the objections made by Mr. Morgan and Mr. De La Garza are serious and whether their attorney is a so-called 'professional objector.'" [Dkt. 82.]

Mr. Morgan's and Mr. De La Garza's depositions were taken yesterday, December 17, 2012. Sadly, those depositions unequivocally demonstrate that the objection filed under Mr. Morgan's and Mr. De La Garza's names was entirely driven by their serial-objector counsel.

Although legitimate objectors exercising their right to object to a settlement play a valuable role in ensuring that a settlement is fair, reasonable, and adequate, the depositions of

1 Mr. Gordon and Mr. De La Garza show that these objectors merely function as members of a
2 stable of individuals used by their serial-objector attorney. Neither objector could testify as to
3 why the Settlement is unfair. Neither objector has any understanding of the basis of their
4 objection (other than, in Mr. De La Garza's case, the generalized and frankly uninformed
5 opinion that lawyers get paid too much). In fact, neither objector even bothered to read the
6 objections that were filed on their behalf and knew nothing of the contents. As they have done in
7 other cases where they objected to a settlement, Mr. De La Garza and Mr. Gordon simply
8 received a notice of a class settlement and "let Chris handle it."

9 **A. Mr. Gordon is Not a Serious Objector**

10 Until April 2012, Mr. Gordon was a practicing attorney for many years. *See* Cantor Decl.
11 re. Depositions, Ex. A, Morgan Dep. at 21:22-22:7; 26:13-20 (Dec. 17, 2012). He testified that,
12 when he received the postcard class settlement notice, he sent it to Mr. Bandas because Mr.
13 Bandas "handles these types of case[s] and [he] didn't really understand what was going on with
14 it." *Id.* at 8:11-22. Other than the claim form and the postcard notice, Mr. Morgan never read
15 any document relating to the settlement of this litigation. *Id.* at 9:13-10:9; 17:14-25; 18:21-24.
16 Mr. Morgan also has no understanding for the basis of his objection, as he just "let [Mr. Bandas]
17 handle it." *Id.* at 10:13-16. Mr. Morgan has never bothered to read or understand the objection
18 that is in his name, *see id.* at 11:7-14; and never even saw it until the day of his deposition, *id.* at
19 17:13. Tellingly, Mr. Morgan admitted that he himself has no objection to the terms of the
20 settlement: When asked, "[D]o you have any, at this point you yourself, do you have any
21 objection to the terms of the settlement?," he testified without equivocation, "No." Morgan Dep.
22 at 10:17-20 (followed by his counsel's speaking objection).

23 Mr. Morgan's testimony suggests that he seeks to become a professional objector. Mr.
24 Gordon testified that he objected to another settlement involving *AllianceOne*. *Id.* 13:5-8. (This
25 objection and subsequent appeal is included in the record here at dkt. 87-2 and 87-3.) Just as
26 with his objection in this case, he could not articulate anything about the *AllianceOne* settlement
27 or the substance of his objection in that case. *See* Morgan Dep. at 13:11-14:7. And like with his

1 objection in this case, Mr. Bandas represents Mr. Morgan in *AllianceOne*. *Id.* In addition, as
2 with the objection in this case, Mr. Morgan indicated that Mr. Bandas drafted Mr. Morgan's
3 *AllianceOne* objection and signed Mr. Morgan's name on it. *Id.* at 20:2-7.

4 Unlike this case, however, Mr. Morgan's *AllianceOne* objection was filed *pro se*, and
5 was "ghostwritten" by Mr. Bandas. *See* dkt. 87-2. Numerous courts—including courts in
6 California where *AllianceOne* was pending—have recognized that this type of conduct is
7 improper. *See, e.g., Ayvazian v. The Moore Law Group*, No. 12-1506, 2012 WL 2411181, *4
8 (C.D. Cal. Jun. 26, 2012) ("The Court reminds the Plaintiff that the practice of 'ghostwriting'
9 violates the rules of professional conduct, and undermines the litigant's status as *pro se*. . . . The
10 likelihood that the impermissible practice of ghostwriting was used in the present Complaint is
11 but another factor in support of the Court's decision to grant sanctions under Rule 11.");
12 *Makreas v. The Moore Law Group*, No. 11-2406, 2012 WL 1458191, at *3 (N.D. Cal. Apr. 26,
13 2012) (citation omitted) ("numerous courts have held the practice of ghostwriting is not
14 permitted in the federal courts. . . . [W]here [an] attorney authored [a] brief that [a] *pro se* party
15 signed, both [the] *pro se* party and attorney had made a 'misrepresentation to [the] court'").

16 **B. Mr. De La Garza is Not a Serious Objector**

17 Mr. De La Garza found out about the Settlement when he received an email notice.
18 Cantor Decl. re. Depositions, Ex. B, De La Garza Dep. at 8:3-8 (Dec. 17, 2012). After receiving
19 the email notice, he contacted Mr. Bandas without familiarizing himself at all with the terms of
20 the settlement. *Id.* at 8:9-16. As of his deposition, Mr. De La Garza still knew nothing about the
21 terms of the settlement and had only reviewed the email notice and the claim form he submitted.
22 *Id.* at 12:7-14; 17:6-12. Nor could he articulate anything about the settlement that he would
23 change to make it better. *Id.* at 12:15-18. After several improper speaking objections by Mr.
24 Bandas, Mr. De La Garza stated that his personal opinion is that the Settlement is objectionable
25 because attorneys get paid a lot of money. *Id.* at 12:19-15:9. Other than this vague and general
26 response, Mr. De La Garza admitted that he knew nothing about the attorneys' fees in this case.
27 *Id.* at 15:7-13. Mr. De La Garza had no other opinion of the Settlement. *Id.* at 15:23-16:7.

1 Like Mr. Morgan, Mr. De La Garza's testimony suggests that he too is on his way to
2 becoming a professional objector. Recently, Mr. De La Garza objected to settlement involving
3 Nokia. *Id.* at 8:17-24. Mr. Bandas represented him in connection with that objection. *Id.* Just as
4 with his objection in this case, he could not articulate anything about the substance of his Nokia
5 objection, or even any details about that objection. *Id.* at 9:9-11:25. When asked about the result
6 of Mr. De La Garza's Nokia objection, such as whether Mr. De La Garza was paid money as a
7 result of the settlement or even whether Mr. De La Garza signed a settlement agreement in
8 connection with his objection in Nokia, Mr. Bandas instructed Mr. De La Garza not to answer on
9 the basis that settlement was privileged and confidential:

10 "Q. (by Mr. Tycko [one of class counsel]) Were you paid money as a result of that
11 settlement?

12 Mr. Bandas: Don't answer any questions regarding settlement because it's
13 privileged and confidential.

14 ...

15 Mr. Bandas: It's not an objection. It's an instruction. I told him not to
16 answer the question.

17 Mr. Tycko: Well, how is the terms of the settlement covered by
18 attorney/client privilege?

19 Mr. Bandas: You can ask your next question. I'm not going to –

20 Mr. Tycko: Well, I'm trying to understand the basis for your instruction
21 because I don't think it's a proper instruction, unless there's actually something
22 covered by attorney/client privilege.

23 ...

24 Q. (By Mr. Tycko): Okay. Did you sign a settlement agreement with somebody as a
25 result of the objection that you filed in the Nokia case?

26 Mr. Bandas: Don't answer any questions regarding settlement in that case.

27 De La Garza Dep. at 10:2-11:18.

1 Upon Mr. Bandas's instruction, Mr. De La Garza did not answer. *Id.* Yet if Mr. De La
2 Garza and/or his counsel received payment as part of a Nokia settlement, it is relevant to their
3 motives for filing an objection here. Whatever business Mr. De La Garza and his counsel are in,
4 evidently it is top secret.

5 The depositions establish that neither Mr. Morgan nor Mr. De La Garza is a serious
6 objector; their attorney is a professional objector counsel; and Mr. Morgan and Mr. De La Garza
7 are becoming professional objectors in their own right.

8 Conclusion

9 For the reasons demonstrated here and in Plaintiffs' Reply, Plaintiffs respectfully submit
10 that the Court should (i) overrule the objection of Mr. Gordon and Mr. De La Garza; (ii) grant
11 final approval to the proposed settlement as fair, reasonable, and adequate; and (iii) grant the
12 request for fees, expense, and service awards.

13 Dated: December 18, 2012

Respectfully submitted,

14 By: s/ Cliff Cantor

15 Cliff Cantor, WSBA # 17893

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Email: pseidman@milberg.com

24 REESE RICHMAN LLP

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¹ In this context, the phrase "plaintiffs in *Dennings*" does not include Mr. Prior, whom counsel do not represent.

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Certificate of Service

I certify that, on December 18, 2012, I caused the foregoing to be (i) filed with the clerk of the court via the CM/ECF system, which will send notification of filing to all counsel of record; and (ii) deposited in the U.S. mail, postage prepaid, addressed to Robert Prior, 2016 E. 6th St., Vancouver WA 98661.

s/ Cliff Cantor

Cliff Cantor, WSBA # 17893